

**LASER VISION CENTERS, INC.
REFRACTIVE LASER ACCESS AGREEMENT**

THIS AGREEMENT is made as of the _____ day of _____, 1998, by and between
FACILITY NAME, a _____ corporation with offices at _____
_____ (hereafter "FACILITY NAME") and Laser
Vision Centers, Inc., a Delaware corporation with offices at 540 Maryville Centre Drive, Suite 200, St.
Louis, Missouri, 63141 (hereafter "LVCI").

FACILITY NAME is in the business of providing ophthalmological and other medical services to patients, some of whom would benefit from a refractive laser procedure.

LVCI is in the business of providing refractive laser access and other related services to ophthalmologists providing refractive laser procedures to their patients.

The parties hereto desire to enter into an Agreement whereby LVCI will agree to provide refractive laser access and other related services to **FACILITY NAME**, subject to the terms and conditions contained herein.

ARTICLE 1 THE AGREEMENT

1.1 Term of Agreement. This Agreement shall be effective as of _____, 1998, and continue thereafter for an initial term expiring two (2) years from the Effective Date.

1.2 Continuation of Agreement. After the expiration of the initial term, this Agreement shall continue from year to year unless either party notifies the other party in writing at least sixty (60) days prior to the end of the then current year of such party's intention not to renew this Agreement.

- 1.3 Termination of Agreement. Either party may terminate this Agreement as set forth below.
- a. In the event either party does not comply in all material respects with the terms of this Agreement, the other party may terminate this Agreement upon sixty (60) days notice. If, however, the noncomplying party brings its performance into compliance within the sixty (60) day notice period, such termination notice shall be deemed null and void.
 - b. The filing of a voluntary or involuntary bankruptcy petition or an arrangement by or against either party, and adjudication of either party as bankrupt or insolvent, the appointment of a receiver of the business or of the assets of either party and/or the general or any other assignment by either party for the benefit of its creditors shall constitute a material breach of this Agreement. In the event of any of the foregoing occurrences, that either party makes, to the extent allowed by law, either party may immediately terminate this Agreement without any prior notice to the breaching party.

1.4 Procedure and Effect of Termination. In the event of termination either pursuant to Paragraph 1.3 above, or in accordance with Paragraph 9.10 below, written notice shall be given to the other party and this Agreement shall terminate without further action by the other party, and without any liability on the part of either party except for any liability for any breach of this Agreement and any amounts owing for refractive laser procedures performed prior to this notice of termination or expiration. Notwithstanding termination of this Agreement, the parties agree that their respective obligations pursuant to Article 7 and Paragraphs 9.4, 9.11 and 9.12 of this Agreement shall remain in full force and effect.

ARTICLE 2 LVCI'S DUTIES

2.1 Refractive Laser and Related Equipment and Maintenance. LVCI shall provide **FACILITY NAME** with refractive laser services as specified in this Agreement, including access to a refractive laser and other refractive equipment as set forth in Exhibit A. LVCI shall be responsible for all maintenance and repair of the refractive laser and other refractive equipment. In the event of an equipment malfunction, repair, maintenance or other downtime, LVCI and **FACILITY NAME** shall reschedule any patients for the next feasible day of operation.

2.2 Licensing/Regulatory Requirements. LVCI shall comply with and maintain all federal and state licensing and regulatory requirements as may be applicable from time to time to the transportation and operation by it for moving a refractive laser. **FACILITY NAME** shall be responsible for any local permits or licensing that may be required for the temporary installation and operation of LVCI's equipment at the site provided by **FACILITY NAME**. **FACILITY NAME** shall be responsible for any state or local taxes that may be applicable based on the charge for the service provided. LVCI further agrees that it shall comply with **FACILITY NAME**'s regular written medical policies, rules and regulations applicable to professional staff for the site provided. **FACILITY NAME** shall furnish a copy of all such written policies, rules and regulations to LVCI and keep LVCI advised of any changes therein.

2.3 Site Specifications. LVCI shall provide to **FACILITY NAME** sufficiently detailed site specifications to permit **FACILITY NAME** to complete any necessary construction and/or modifications on or before the commencement of refractive laser services. The architects and contractors employed by **FACILITY NAME** are responsible for verifying necessary site specifications. LVCI is not responsible for the accuracy of site plans or project completion.

2.4 Scheduling Refractive Laser Access. LVCI shall provide to **FACILITY NAME** a scheduled date for refractive laser services upon receipt of request from **FACILITY NAME**, in accordance with Paragraph 3.4 below. The temporary installation of the laser may be necessary on the day prior and de-installation may be necessary on the day following refractive laser procedures and **FACILITY NAME** therefore agrees to provide appropriate access to the site.

2.5 Staffing. LVCI shall employ and provide fully trained and appropriately certified personnel necessary to assist **FACILITY NAME** in the operation of the laser and other refractive equipment provided by LVCI. These personnel shall remain employees of LVCI, and **FACILITY NAME** shall not be responsible for wages, salaries, taxes or fringe benefits paid to or on behalf of these personnel. Personnel employed by LVCI shall act under the guidance of LVCI.

ARTICLE 3 FACILITY NAME'S DUTIES

3.1 Qualifications and Certifications. **FACILITY NAME** shall provide LVCI with a completed Physician's Application including a curriculum vitae, documentation of medical and state licensure, malpractice insurance pursuant to Paragraph 6.2 below, the required refractive laser credentialing and where applicable, ALK and LASIK Fellowship certification.

3.2 Qualified Ophthalmologists. **FACILITY NAME** agrees that only Qualified Ophthalmologists shall utilize the refractive laser and other refractive equipment to perform refractive laser procedures. For the purpose of this Agreement, "Qualified Ophthalmologist" shall be defined as a) a physician designated in writing to LVCI by **FACILITY NAME** to utilize these services, and b) who has completed a Physician's Application including a curriculum vitae, documentation of medical and state licensure, malpractice insurance pursuant to Paragraph 6.2 below, the required refractive laser credentialing and where applicable, ALK and LASIK Fellowship certification.

3.3 Site Preparation. **FACILITY NAME** shall prepare and make available to LVCI, at **FACILITY NAMEs'** sole cost and expense, suitable facilities to receive and install the refractive laser in accordance with specifications provided by LVCI pursuant to Paragraph 2.3 above. **FACILITY NAME** shall keep the site free from all obstructions during periods scheduled for use by LVCI. Sufficient electrical power and hook up service shall be provided at the sole cost and expense of **FACILITY NAME**.

3.4 Scheduling Refractive Laser Access. **FACILITY NAME** shall provide LVCI with a minimum of one month's notice to schedule refractive laser access for which **FACILITY NAME** agrees to a) provide a minimum of ten (10) refractive laser procedures, to be performed on one day, in accordance with the fees payable to LVCI as set forth in Exhibit B; and, if fewer than ten (10) procedures to be performed on one day, pay to LVCI an amount equivalent to ten (10) refractive laser procedures as set forth in Exhibit B.

3.5 Patient Screening, Treatment and Care. **FACILITY NAME** shall be responsible for screening patients to determine their suitability for refractive laser procedures prior to scheduling them for treatment. **FACILITY NAME** shall ensure that each patient presented for refractive laser procedures has in his or her possession a written and signed consent form acceptable to **FACILITY NAME** and to LVCI to perform treatment. **FACILITY NAME** and their designated staff shall be responsible for administering refractive laser treatments in a manner consistent with prevailing professional standards of care and practice for similar procedures and protocols and specifications established by the LVCI medical staff, and the FDA. **FACILITY NAME** shall be responsible to provide excimer laser refractive patients with any required emergency care. **FACILITY NAME** shall further provide all pre-procedural selection and workup, post-procedural treatment, diagnostic and recuperative care for all patients receiving refractive laser treatment.

3.6 Staffing. **FACILITY NAME** shall provide staffing necessary for the pre and post operative care of patients and for the prompt and orderly delivery and retrieval of patients receiving refractive laser treatment to and from the designated area for treatment.

3.7 Instrumentation, Sterilization and Supplies. **FACILITY NAME** shall provide all pre, intra and post-operative supplies, all refractive surgical instrumentation, and sterilization capability necessary for the care of patients receiving refractive laser procedures.

3.8 Quality Assurance. **FACILITY NAME** agrees to participate in quality assurance programs developed or contracted for by LVCI and to make patient records available, as needed in connection with such programs.

3.9 Use of Equipment. **FACILITY NAME** will use the laser in strict compliance with all instructions, manuals and other information that LVCI may furnish **FACILITY NAME** and in a careful and proper manner. Any failure to follow LVCI's instructions may be considered a material breach of this Agreement, which may subject this Agreement to cancellation and give LVCI the right to immediately remove the laser without any prejudice to LVCI's other legal rights and remedies. **FACILITY NAME** will comply with all laws, ordinances and regulations relating to the possession, use or maintenance of the laser.

3.10 Inspection. LVCI will, at any reasonable times during regular business hours, have the right to enter into and on the premises where the laser is located for the purpose of inspecting the laser or observing its use. **FACILITY NAME** will give LVCI immediate notice of any malfunction of the laser as well as of any attachment or other judicial process affecting the laser. **FACILITY NAME** will keep the laser at all times at the location specified for its use pursuant to Paragraph 2.3. **FACILITY NAME** will not change the place where the laser is kept and used, unless **FACILITY NAME** first obtains LVCI's written consent.

3.11 Assignment. The laser is, and will at all times be and remain, the sole and exclusive property of LVCI. **FACILITY NAME** will have no right, title or interest therein, except as expressly set forth in this Agreement. **FACILITY NAME** will not, without LVCI's prior written consent:

EXHIBIT B
FEES

The following per procedure fees are based on a minimum of ten (10) fully paid excimer laser procedures per site visit. (Example: if the site performs sixteen (16) procedures, the first ten (10) will be charged at \$900.00 each, the next five (5) will be charged at \$825.00 each and the sixth will be charged at \$750.00). These fees include one PRK card or one PTK card per procedure. If a second card is required, then the cost of that card will be added to the per procedure fee payable to LVCI indicated below. Bilateral procedures are considered a "practice of medicine" decision to be made by the surgeon. When bilateral PRK procedures are performed, two individual procedure fees, will be payable to LVCI.

All fees are due and payable to Laser Vision Centers, Inc. on the day of surgery.

<u>EXCIMER LASER PROCEDURES</u>	<u>PER PROCEDURE FEE</u>	<u>INCLUDES</u>
Refractive Laser Procedures Cases 1-10 in one day	\$900.00	<ul style="list-style-type: none">One PRK key card each procedure/eye
Refractive Laser Procedures Cases 11-15 in one day	\$825.00	<ul style="list-style-type: none">One PRK key card each procedure/eye
Refractive Laser Procedures Cases 16-20 in one day	\$750.00	<ul style="list-style-type: none">One PRK key card each procedure/eye
Refractive Laser Procedures 21+ Cases in one day	\$675.00	<ul style="list-style-type: none">One PRK key card each procedure/eye
PRK Re-treatments: Performed within 2 years from date of initial treatment and which meets the laser manufacturer's Re-treatment policy.	No charge when 10 fully paid excimer procedures performed on same day.	<ul style="list-style-type: none">One PRK key card
PRK Re-treatments: Performed beyond 2 years from date of initial treatment.	\$260.00 when 10 fully paid excimer procedures on same day.	<ul style="list-style-type: none">One PRK key card
<u>OTHER PROCEDURES</u>	<u>PER PROCEDURE FEE</u>	<u>INCLUDES</u>
PTK - Phototherapeutic Keratotomy	No charge when 10 fully paid excimer procedures on same day	<ul style="list-style-type: none">One PTK Key card

EXCIMER ACCESS - ROLL-ON-ROLL-OFF VISX SITE SPECIFICATIONS

<u>Unit Footprint</u>	PLEASE CHECK OFF BOXES AS ITEMS ARE COMPLETED
Width	<input type="checkbox"/> 43 inches
Length	<input type="checkbox"/> 81 inches (without chair) 93" with chair
<u>Access Requirements</u>	
Doorway width	<input type="checkbox"/> >= 48 inches <input type="checkbox"/> >= 60 inches around 90 degree corner <input type="checkbox"/> threshold plate no greater than ¾ inch high
Hallway width	<input type="checkbox"/> 48 inches (no fire extinguishers/pictures/fire alarms within 48 inches of the floor)
Width at corners	<input type="checkbox"/> 60 inches
Elevator capacity	<input type="checkbox"/> 3,000 lb. Minimum
Maximum degree of incline	<input type="checkbox"/> 3 degrees over 4 feet or 2 ½ inches per 4 feet (ADA standards)
<u>Room Requirements</u>	
Dimensions	<input type="checkbox"/> > 12 feet x 15 feet (location of all fixed cabinetry must be known)
Ventilation	<input type="checkbox"/> exhaust fan or room purifier* <input type="checkbox"/> NO PAINTING OR PAPERING WITHIN 21 DAYS OF SURGERY
Ceiling	<input type="checkbox"/> non-particulate <input type="checkbox"/> no particles and/or dust in air
Floor	<input type="checkbox"/> tiled or non-particulate able to withstand 750 lb. per square inch
Temperature range	<input type="checkbox"/> 60 to 80 Fahrenheit
Relative humidity	<input type="checkbox"/> 35% to 65% non-condensation
Electrical	<input type="checkbox"/> 4 - 110 volt outlets for Air Purifier and ancillary equipment <input type="checkbox"/> 220 VAC single phase, plus ground, 60 Hz, 30 amp service. Lines balanced within 10 volts. 220 volt power interrupt/circuit breaker in room (NEMA 6-30R) <input type="checkbox"/> in accordance with local code specs
Floor weight capacity	<input type="checkbox"/> 3,500 lb. Minimum (laser unit plus staff and patients)
Safety	<input type="checkbox"/> fire extinguisher <input type="checkbox"/> telephone with outside line in room
<u>Amenities</u>	
Counters	<input type="checkbox"/> area for lensometer
Sterilizer	<input type="checkbox"/> easy access
Sink	<input type="checkbox"/> near sterilizer/scrub area
<u>VAN SPECIFICATIONS</u>	
Length	<input type="checkbox"/> 21 feet
Length - Gate Unfolded	<input type="checkbox"/> 31 feet
Overall Length w/10' unload Space	<input type="checkbox"/> 41 feet
Width	<input type="checkbox"/> 9 feet
Overhead Requirements	<input type="checkbox"/> 12 Foot
Outside approach	<input type="checkbox"/> Pathway clear of low hanging branches/ <input type="checkbox"/> ADA spec ramp no greater than 2 ½ inches in 4 foot rise
	<input type="checkbox"/> Parking space for truck for unloading does not block handicap ramp or other roadways (must allow for two hour unloading)
	<input type="checkbox"/> Electrical wires higher than 12 feet
Date Site Completed:	Name: _____ Signature: _____